



The 28th Contracting Squadron Information & AF Form 9 Preparation Guide Handout

GENERAL CONTRACTING

MISSION/GOAL

The mission of an operational contracting squadron/office is to organize, plan, and execute the acquisition and administration of supply and service contracts for its parent base and tenant organizations, and carry out their peace time and war time deployment missions. The goal is to deliver on a timely basis the best valued supplies and services not otherwise available through other agencies or depots.

Operational contracting squadrons/offices, use the Federal Acquisition System to:

1. Satisfy the customer in terms of cost, quality, and timeliness of the delivered product or service by:

- a) Maximizing the use of commercial products and services;

INFORMATION

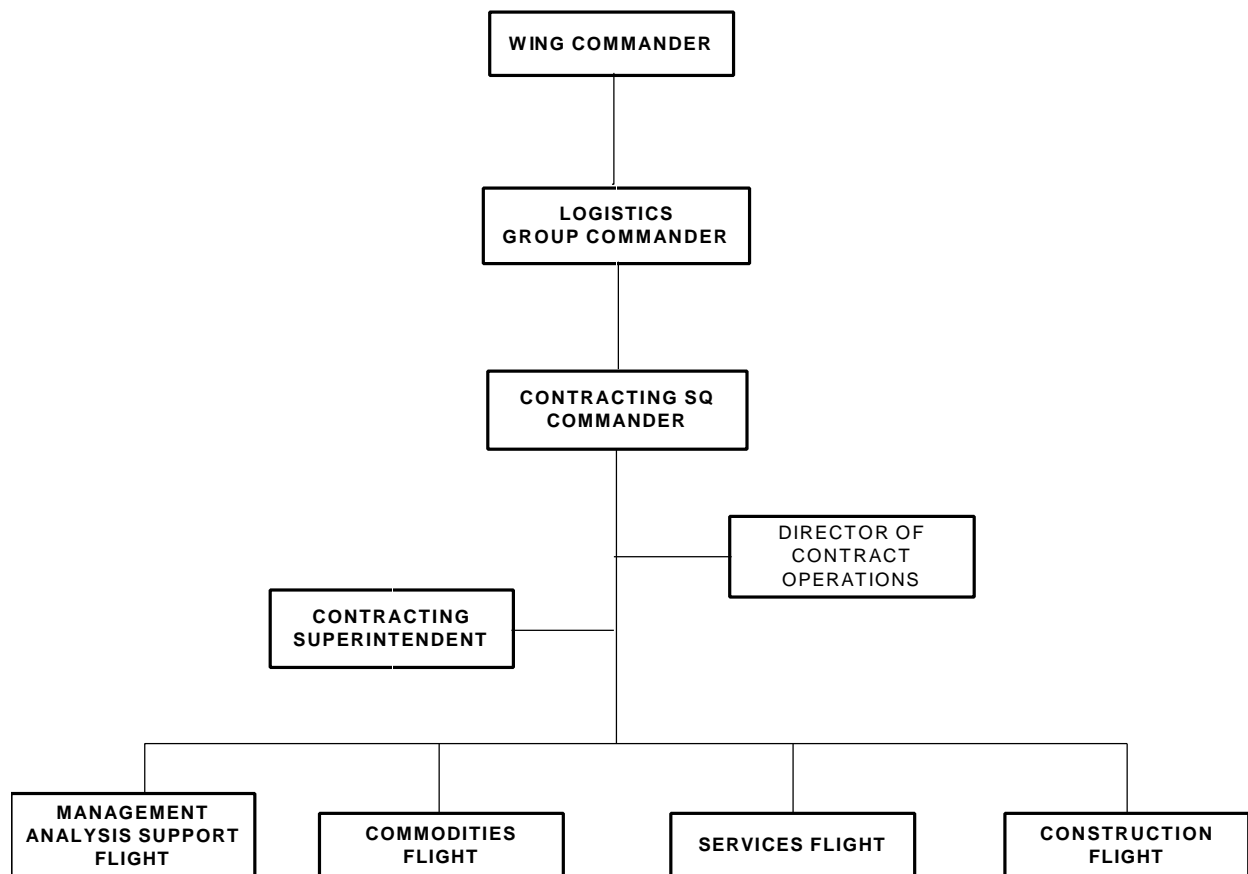
- b) Using contractors who have a track record of successful past performance or who demonstrate a current superior ability to perform; and

- c) Promoting competition;

2. Minimize administrative operating costs;
3. Conduct business with integrity, fairness, and openness; and
4. Fulfill public policy objectives.

ORGANIZATION

The following chart depicts the breakdown of the 28th Contracting Squadron organization:



FUNCTIONS

1. Management Analysis & Support Flight -

Responsible for operating the Base Contracting Automated System (BCAS), and the interface between BCAS and automated customers. Also responsible for preparing required monthly, quarterly, and yearly reports; analyzing reports, control of incoming purchase requests, distribution of contractual documents, and providing general administrative support. Manages the squadron's Customer Education Program and maintains the forms and publications library.

2. Commodities Flight - Performs all functions relating to the award and administration of purchase orders and contracts for commodities and equipment. Manages the IMPAC program. Responsible for monitoring priority trends and purchase descriptions; priority requisitions and emergency walkthroughs.

3. Services Flight - Responsible for contracts for service requirements, (e.g. food service/mess attendant, custodial, utilities, and refuse, etc.) This flight is also responsible QAE training and surveillance.

4. The Construction Flight - Responsible for construction and architect and engineering (A & E) contracts. These include the repair, alteration, and maintenance of real property.

REGULATIONS/DEVIATIONS

Regulations

The Federal Acquisition Regulation (FAR) formerly the Defense Acquisition Regulation (DAR), and prior to that the Armed Services Procurement Regulation (ASPR), was created to implement the Armed Services Procurement Act of 1947 (now 10 U.S. Code, Sections 2301-2314). As such, the FAR and amendments thereto carry the same force as Federal Law and require compliance by all individuals associated with obtaining goods or services by contract. It should also be pointed out that although FAR is the principal U.S.

governmental contracting directive, Executive Orders, Office of Management and Budget circulars, judicial decisions and some 40 statutes have a pronounced impact on the contracting process. The entire FAR including all Command supplements can be found at: <http://farsite.hill.af.mil/farsitec.html>.

Deviations - Contracting officers are prohibited from deviating from the requirements of contracting regulations. If you must request deviation, then furnish written facts upon which the contracting officer may support a request for deviation authority from higher headquarters.

BASIC ADVICE

FIRST PRIORITY:

Contact us at the earliest possible moment when you have an emergency or urgent requirement, or the requirement is for a service or item that is unique or different. There are many actions which contracting officers may take to support customers, but too often the contracting officer's options are lost because customers waited too long before contacting a contracting officer.

We can find contracting solutions to your acquisition problems; can and will support all customers; and do it in a timely manner; but you must do your part too:

(1) Contact us early, and provide all the facts surrounding your requirement.

(2) Be a proactive member of the acquisition team. It is your acquisition, and our job to help you get it, without violating Government contract laws or regulations.

(3) Due to the importance and complexity of purchasing laws and procedures, we recommend that organizational commanders assign a

very responsible individual to prepare, process, and monitor purchase actions.

UNAUTHORIZED CONTRACTING ACTIONS

1. ONLY APPOINTED CONTACTING OFFICERS HAVE AUTHORITY TO OBLIGATE THE US GOVERNMENT. THIS IS THE LAW! BECAUSE OF THIS FACT, ALL OTHER PERSONNEL WHO MAKE ARRANGEMENTS WITH CONTRACTORS TO PERFORM SERVICES OR DELIVER SUPPLIES ARE ACTUALLY OBLIGATING THEMSELVES TO PAY FOR THE SERVICES OR SUPPLIES. THIS SAME PRINCIPLE APPLIES TO INDIVIDUALS WHO DIRECT CONTRACTORS TO IMPLEMENT UNAUTHORIZED CHANGES TO EXISTING CONTRACTS. WE DON'T WANT TO SEE ANYONE GET THEMSELVES INTO TROUBLE WHILE TRYING TO DO THEIR JOB, ESPECIALLY SINCE ALL THEY HAVE TO DO IS GIVE US A CALL BEFORE THE FACT. EVEN CONTRACTING OFFICERS LACK AUTHORITY TO ISSUE ORDERS OR CONTRACTS ON BEHALF OF THE GOVERNMENT AFTER THE FACT.

2. Government employees whose duties require contact with contractors or suppliers, but do not have any contractual authority, should inform the contractors and suppliers of their lack of contractual authority. This will protect both the interests of the government and the individual.

3. Personnel who have not been appointed as authorized representatives of a contracting officer cannot:

- a. contract a commercial vendor to place an order for supplies or services;
- b. request a vendor to perform a demonstration of supplies, equipment

of services (see Part II, Product Demonstrations);

c. make statements regarding proposals which might be construed as a commitment of the contracting activity;

d. permit or direct a contractor to make changes in the technical specifications of a contract without the prior knowledge and written approval of the contracting officer;

e. tell a contractor to stop work in an existing contract;

f. provide a prospective contractor with advance information concerning government requirements or contracting opportunities.

FRAUD, WASTE AND ABUSE

Each year the Air Force loses millions of dollars to fraud, waste and abuse and the contracting process is a prime target. You can help deter fraudulent acts by reporting them to the proper authorities. Suspected fraud regarding contracts should be reported to the contracting commander or to your local OSI. Remember, fraud is a crime punishable by law.

CODE OF CONDUCT-ETHICS

DODD5500-7, AR 600-50, and Federal Acquisition Regulation 3.1 provide detailed guidance and what is expected of DOD personnel. Acceptance of gifts or favors may well result in criminal prosecution. A small minority of contractors and potential contractors are willing to advertise the fact that a favor in the "right hands" will produce business. Whenever a gratuity is delivered to you (ie, left on your desk, front porch, or in your car, etc.) if you can return it DO SO! If not, turn it over to your supervisor along with your suspicions. Play it safe and be safe!

Whenever you are in doubt, call the Contracting Office or consult the legal Office.

APPROPRIATIONS

The Comptroller General has ruled that the Government cannot spend appropriated funds for food, musical presentations and decorations which are incidental to an ethnic heritage celebration or seasonal celebration. It is Air Force policy that appropriated funds only be used to purchase trophies, plaques, and awards that are given primarily for mission accomplishment as authorized in AFI 36-2805, AFI 36-2817. Retirements, PSC departures, or similar events are not considered mission related for purposes of this guidance. Also, appropriated funds will not be used to purchase awards established in conjunction with any sports, recreation or welfare program.

BUYING FROM AAFES:

The sale of goods and services to regular Government organizations is normally outside the scope of AAFES' proper function. Purchase request for AAFES items must contain the following statement and signed by the AAFES manager.

"I hereby certify that filling this order as specified will not adversely affect the morale and welfare of military personnel and their dependents."

EMERGENCY CONTRACTING

EMERGENCY CONTRACTING SUPPORT (AFTER DUTY HOURS): 28 CON/LGC will provide contracting support for emergency situations during non-duty hours. Emergency contracting support during non-duty hours may be obtained by calling contracting at 390-9076.

CUSTOMER RESPONSIBILITIES

PLANNING YOUR PURCHASE

Contract planning is the single most important element in accurate, efficient, and timely contracting support. Get a contracting officer involved at the first sign that an upcoming requirement will be purchased locally. Even if there is doubt as to whether or not your need can be satisfied through contracting channels, call us and let us help you determine your course of action. Contact us early in your planning process. This is extremely important when it comes to purchases over **\$100,000** as substantial lead time may be required for preparing solicitations, receiving proposals, and obtaining higher HQ review and clearances.

1. CONTRACTING ADMINISTRATIVE LEAD TIME (CALT): CALT is the time it takes the contracting office to award a contract, starting from the day we receive a complete and properly funded purchase request from you, our customer. Note that this lead time does not include contractor performance time or the time it takes to be processed through base supply. We are always available to help you with your planning process. The figures below represent the standards for lead time for purchases under \$100,000.

PRIORITY	CALT	<u>TYPE PURCHASE</u>
1 -3	6	ALL
	DAYS	
4 -8	9	ALL
	DAYS	
9-15	30	SUPPLIES
	DAYS	
9-15	60	SERVICES
	DAYS	

Purchases over \$100,000 require much more work on our part; therefore the lead times are longer:

ESTIMATED/ DOLLAR	PRIORITY	CALT
\$100,001- \$500,000	27	150 DAYS
\$500,001 AND HIGHER	28	180 DAYS

NOTE: Contractor delivery times will vary depending on what is being bought.

2. FISCAL YEAR END CUT-OFF DATES: Due to the expiration of fiscal year funds and considering the above required contract lead times, each contracting office will issue yearly cut-off dates for the submission of AF Form 9 using current fiscal year funds. These dates will be advertised in the base daily bulletin and/or by other means.

Non Emergency Purchase Request:

For purchases exceeding \$100,000 1 Aug 99
For purchases of \$100,000 or less 1 Sep 99

Emergency Purchase Request:

Contact the Contracting Office at 385-1721

3. ESTABLISHING DELIVERY OR PERFORMANCE TIMES: Delivery or performance times which are too restrictive can cause a contract to be too expensive. Contractors might be forced to include such things as overtime costs in their offer in order to comply with the stated delivery or performance time. Also, some quality contractors may be discouraged from submitting a proposal on such a requirement. Therefore, you should make sure your "not later than" dates are not restrictive without good reason. Remember, you will probably pay more for priority purchases.

4. CUSTOMER DECISIONS: There are several decisions that must be made before processing a request for local contracting

support. The following questions illustrate some of the things to consider:

a. Is your requirement available through government channels? (i.e., Base Supply, Civil Engineering, Communications, DRMO, etc.)

b. Is there an international agreement which dictates how your requirement will be satisfied?

c. Have you determined the availability of funding for your requirement? This matter should be discussed with your resource advisor.

d. If you have a requirement from a local vendor and the overall cost is under \$2,500 (under \$25,000 for items on GSA) ask the contracting office customer service personnel about the IMPAC program. It's a program for you the customer.

e. Do you know the amount of funding you will need? If not, contact us to find out how you can go about preparing a government estimate.

General Rule: All purchases under \$2,500 should be purchased by the user via IMPAC card. Further information on IMPAC procedures should be directed to the IMPAC Coordinator at 385-1729.

The following section discusses special approvals required before sending a purchase request to us for contracting action. They, along with the above questions, should be considered early in the planning stage.

5. SPECIAL APPROVALS: The following requirements must be coordinated with and approved by the functional area normally responsible for the item/service. This is to ensure that government resources and capabilities are not duplicated with contract items/services.

ITEM OR SERVICE	APPROVING OFFICE
Addition, alteration renovation, or construction of new existing real property or facilities	Civil Engineering
Computers and data processing equipment MUST BE ACCOMPLISHED ON AN AF FORM 9 AND APPROVED AF FORM 3215.	Communications
Copiers and copying services	DAPS Management
Paid Advertisements	Public Affairs
Intrabase radio purchase or repair	Communications
Other communications equipment (i.e., telefaxes)	Communications
Transportation services (rental of commercial busses, vehicles, moving services, etc)	Transportation

COMPETITION

1. GENERAL POLICY: We are required to obtain competition to the greatest extent possible when we make our buys. Although there are times when a "sole source" requirement is justified, we can normally find at least two sources for almost everything we buy. If you think you have a sole source requirement, you should call your contracting office early to discuss it.

2. SOLE SOURCE REQUIREMENTS: Before any requirement is approved for a sole source buy, written justification must be prepared and submitted with the purchase request IAW FAR 303-2.

3. ADVOCATES FOR COMPETITION: To reduce the number of sole source purchases being made, DOD established the Competition Advocate program. Advocates for competition are individuals responsible to ensure acquisition requirements are structured to allow maximum competition.

Air Force Customers:

Advocates for competition within ACC are designated based on the following sole source approval levels.

Base Contracting Officer	\$2,501 - \$100,000
28 CONS Squadron Commander	\$100,001 - \$500,000
HQ ACC/LGC	\$500,001 - \$10 mill

ASAF > \$ 10 million
* All requirements for ASAF signature will be routed through the respective command level functional area with coordination by HQ ACC/LGC.

Any noncompetitive request for purchase over \$2,500 must be accompanied by a sole source justification signed by respective commander.

SOLE SOURCE JUSTIFICATION

The Federal Acquisition Regulation defines Full and Open Competition as "the process by which all responsible sources are permitted to compete". It further defines sole source as "a contract for the purchase of supplies or services that is entered into, or proposed to be entered into by an agency, after soliciting and negotiating with only one source".

Under Simplified Acquisition Procedures, if the price is considered fair and reasonable, competition is not required for any acquisition of supplies or services not exceeding \$2,500 (micro-purchases). When the acquisition falls between \$2,501 and \$100,000, however, a reasonable number of sources must be solicited, unless the contracting officer determines only one source is available.

Ordinarily three quotes would suffice for this type of acquisition. However, there are two primary reasons (among other possible reasons) for determining supplies or services are reasonably available from only one source:

Only One Available Source

Customer's requests for sole source acquisitions must be accompanied by a sole source justification letter. The justification must be attached to the purchase request when submitted to the contracting squadron/office. After reviewing the justification letter, the contracting officer will certify that the justification is accurate and complete to the best of their knowledge and belief. This certification will serve as written approval of the justification. The text of the letter must include:

(1) A brief nontechnical description of the supplies/services to be acquired;

(2) A clear, concise statement of the facts justifying the award of a sole source contract.

For example:

(A) If the justification is urgency, then the time constraint and the reason why only one contractor can meet the requirement shall be explained; and/or

(B) If the justification is the unique capabilities possessed by only one contractor, then state the reasons why no other contractor has or can obtain these capabilities and why these capabilities are essential for contract performance;

(3) A statement that the proposed sole source is the only known source that can satisfy the Government's requirement. However, statements such as "No other sources are considered qualified" shall not be considered a basis for sole source justification; and

(4) A statement of actions to be taken by the requiring activity to preclude the necessity for future sole source acquisition of the same supplies/services (e.g., conducting a market survey to determine potential future sources).

A separate sole source justification is not required, provided screening has been accomplished and documented in accordance with the DOD Spare Parts Breakout Program (DFARS Appendix E). The contracting officer, and not the requiring activity, is

the final authority for determining the adequacy of any sole source justification before contract placement.

Brand Name

A brand name requirement exists when the requisition only allows for one manufacturer's item to fill a customer's need. Like sole source requirements, brand name descriptions which specify a particular brand name, product, or feature of a product, peculiar to one manufacturer, do not provide a full and open competition. Consequently, a justification approved by the contracting officer is also required.

The justification letter must be signed by the commander of the requesting activity and must state as a minimum:

Why is the item specified the only item that will fulfill the minimum essential needs of the government?

If the item is a component part of a presently owned system, identify the end item and explain why no other part would be acceptable.

A statement explaining adequate research was accomplished to determine that an acceptable substitute item is not available.

Bottom line, the justification must answer the question - Why should we preclude consideration of products manufactured by other companies?

By adding the word "**or equal**" to the brand name description, customers allow prospective contractors to offer products other than those referenced by their brand name. This provides for full and open competition, and does not require justification to support its use.

EQUIPMENT REPAIRS

1. QUALITY ASSURANCE BY CUSTODIAN: Quality assurance inspections for both warranted and non-warranted

maintenance of equipment items are the responsibility of the equipment custodian. Therefore, receiving reports must be completed by the equipment custodians and submitted directly to the commercial services branch of the accounting and finance office. When a DD Form 1449 is not used as a receipt document, a DD Form 250 should be used by the custodian as a receiving report. Equipment custodians should keep a second copy of the contractual document for reference.

FOLLOW UP/REPORT OF UNSATISFACTORY SERVICE:

Follow-up of delinquent orders is by exception. No follow-up will be made by the contracting squadron unless the equipment custodian informs the follow-up section that maintenance services have either not been performed or were not in conformance with the contract. Notification should be not later than the sixth day following the date the services were to have been completed. The date is in Block 10 of the DD Form 1449. The following information is required for follow-up:

- (a) The Purchase Order/Delivery Order number of the Blanket Purchase Agreement number and call number.
- (b) The date the item was to be delivered (EDD) if it is late.
- (c) The specific deficiency/delinquency, and date of receipt.

Telephonic reports of nonconforming items or services must be confirmed in writing and submitted to the Contracting Office.

E. DESCRIBING YOUR REQUIREMENT

1. SPECIFICATIONS: All requirements estimated to exceed \$100,000 require detailed specifications or a statement of work. For more information on what is required for your particular requirement, call one of our major contract buyers. Note: All major purchases are now posted electronically. Plans and

Specifications must be converted to the most current user friendly software available to any contractor. Consult with the Contracting Office before finalizing your requirement.

2. PURCHASE DESCRIPTIONS: A purchase description may be used instead of a specification for purchases not exceeding \$100,000. A good purchase description helps us get a better price. A purchase description should set forth the essential physical and functional characteristics of the materials or services required. It is very frustrating for us to buy something and have the requesting activity say that what was ordered, was not what they needed. **HELP US HELP YOU.** Provide a good purchase description. Use as many of the following characteristics as are necessary:

(a) CHARACTERISTICS OF A GOOD PURCHASE ORDER:

- (1) The common name of the item (noun).
- (2) Type of material it is made from (paper, wood, plastic, steel, aluminum, etc.)
- (3) Essential dimensions (shape, size diameter, height, length).
- (4) The type of work it is used for (electrical, mechanical, plumbing etc.)
- (5) Intended use (assembly, subassembly, location within an assembly, essential operating characteristics, etc.)
- (6) Electrical data (220/110 volts, 50/60 cycle, etc.)
- (7) Principal characteristics (commercial off-the-shelf item, high grade, technically or chemically pure, etc.)
- (8) Restrictive environmental conditions (temperature limitations, etc.)

- (9) Purchase requests for repairs of equipment should outline the specific services the contractor is to perform (time, frequency, start date, completion date, location, etc.)
- (10) Purchase request for repairs of equipment should completely describe the equipment and the malfunction.
- (11) Any other data that further describes the item, material, or service required.

WHERE TO GO FOR MORE HELP:

The Federal Acquisition Regulation, Part 10, AFMAN 23-110V2CD, Standard Base Supply Customer's Guide; and USAFEP 70-15, Non-appropriated Fund Procurement and Training Guide, Section VI, all have comprehensive instructions on providing purchase descriptions.

If you are still having problems, please give us a call.

3. BRAND NAME OR EQUAL PURCHASE DESCRIPTIONS: If a desired item is not covered by formal specifications and cannot be described in detail, you may identify the item by use of a brand name(s) followed by the words "or equal". Please provide the name and telephone number of the person to contact if a question should arise on the purchase request.

INSTRUCTIONS FOR COMPLETING AF FORM 9, REQUEST FOR PURCHASE

Following is a sample of an AF Form 9, and some general instructions for its preparation:

REQUEST FOR PURCHASE				NO. 1			
INSTALLATION 2				DATE 3			
TO: CONTRACTING OFFICER 4				CLASS 5			
THROUGH 6				CONTRACT, PURCHASE ORDER OR DELIVERY ORDER NO. 8			
FROM: (Insert RC/CC, if applicable) 7							
IF IS REQUESTED THAT THE SUPPLIES AND SERVICES ENUMERATED BELOW AND IN THE ATTACHED LIST BE							
PURCHASED FOR 9			FOR DELIVERY TO 10		NOT LATER THAN 11		
ITEM	DESCRIPTION OF MATERIAL OR SERVICES TO BE PURCHASED			QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL COST
12	13			14	15	16	17
19			TOTAL				18
PURPOSE 20							
DATE 21	TYPED NAME AND GRADE OF REQUESTING OFFICER 21			SIGNATURE 21			
				TELEPHONE NO. 21			
DATE 22	TYPED NAME AND GRADE OF APPROVING OFFICER 22			SIGNATURE 22			
I certify that the supplies and services listed above and in the attached list are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and funds have been committed.							
ACCOUNTING CLASSIFICATION 23						AMOUNT 24	
DATE 25	TYPED NAME AND GRADE OF CERTIFYING OFFICER 25			SIGNATURE 25			

BLOCK 1 - Purchase Requisition Number.

BLOCK 2- Installation. Self explanatory.

BLOCK 3 - Date. Date AF Form 9 was prepared.

BLOCK 4 - To: Contracting Officer. Enter the Contracting Office Squadron number and office symbol.

BLOCK 5 - Class. Leave blank.

BLOCK 6 - Through. Include the offices through which the PR passes for certification before arriving to contracting (Resource Advisor, Comptroller's Squadron (FMA),etc)

BLOCK 7 - From. Customer's organization, office symbol and telephone number of point of contact. (This information is vital. Constant contact with the customer is essential to avoid delays.

BLOCK 8 - Contract, Purchase Order or Delivery Order Number. No entry necessary, unless form applies to a current purchase order or contract.

BLOCK 9 - Purchased For. Customer's unit and office symbol.

BLOCK 10 - For Delivery To. Where (address including building number and room number) is the commodity to be delivered or the service to be performed.

BLOCK 11 - Not Later Than. Enter the two position priority designator and the required delivery date commensurate with the priority designator for which delivery is required.

Priority Designators

For commodities:

Priority 01-08 - Priority Requirement. Attach priority justification letter signed by squadron commander or division chief.

Priority 09-15 - Routine Requirement.

For Services:

Priority 08 - Priority Requirement. Attach priority justification letter signed by squadron commander or division chief.

Priority 09 - Routine Requirement

BLOCK 12 - Item. Four position Line item number, starting with 0001.[Begin with a new one each day.]

BLOCK 13 - Description of Material or Services to be Purchased. Enter a valid stock number of up to 15 positions, an item description or specification of the item being requested or the service to be performed, a suggested source with address, telephone number, and fax if possible. Also include authorization from the Office of Primary Responsibility (e.g. if communication or computer requirement, coordinate through Communication Squadron before turning the request in to contracting squadron).

BLOCK 14 - Quantity. Enter the quantity desired of the specific line item.

BLOCK 15 - Unit. Enter two position unit of issue code.

BLOCK 16 - Estimated Unit Price. Enter a unit price estimate for each unit of the line item. Base it on current market information or obtain it from catalogs, magazines, etc. If this information is not available, enter your best estimate.

BLOCK 17 - Estimated Total Cost. Enter the estimated total cost for each specific line item. (Quantity X Estimated Unit Price).

BLOCK 18 - Total. Enter the total cost of all line items included in the purchase request.

BLOCK 19 - Enter Demand Code, Supplementary address six-position account code of the receiving activity if different from the requisitioner cited in the PR number, the signal code and the fund code. (See AFM 70-333)

BLOCK 20 - Purpose. State the purpose of the acquisition (Recurring or Nonrecurring).

BLOCK 21 - State the Requesting Official Information with date, grade, telephone number and signature of the requesting official.

BLOCK 22 - State the Approving Official Information, to include date, name grade and signature of the person.

BLOCK 23 - Funding Certification. Customers obtain accounting classification from resource advisors. (Leave blank spaces where required), The complete fund citation must be certified by the comptroller's office before the purchase request is submitted to contracting. Annotate any statutory cost limits peculiar to your acquisition. Attach any higher HQ funding messages to your purchase request.

BLOCK 24 - Amount. Should be the same as Total in block 18. This is the total amount that will be certified by comptroller squadron.

BLOCK 25 - Funds Certification. This is the name, grade and signature of the person certifying the funds, and the date the funds were certified.

GENERAL CONTRACTING TERMINOLOGY

1. Advocates for Competition: Advocates for competition are individuals responsible to insure acquisition requirements are structured to allow maximum competition.

2. Amendment: A change to a solicitation made to incorporate different or additional requirements.

3. Automated Customer: Activities that process their supply requirements to the contracting office through an automated system, such as civil engineering material acquisition system.

4. Blanket Purchase Agreement (BPA): A "Call-type" contract method, similar to a charge account. Prepriced BPAs are based on a vendor's price list and can be decentralized so that the end user can order their own supplies/services. BPAs are appropriate when we know we will buy certain types of items on a recurring and repetitive basis.

5. Blanket Delivery Order (BDO): A BDO allows for decentralized customers to order supplies or services from a prepriced "requirements contract". The BDO may be delegated to specific activities for specific periods of time, or quantities of merchandise consistent with the terms of the contract and the funds available in the BDO.

6. Brand Name: Brand name contracting is the restriction of competition to a particular manufacturer's item. It does not restrict contracting to a single supplier. It is frequently used in obtaining replacement parts, compatible components, or meeting certain technical requirements when buying from dealers or distributors.

7. Change Order: Permits unilateral changes, in designated areas, within scope of the contract by the Contracting Officer.

Change orders may be priced or unpriced (prior approval required).

8. Contract: A general term applied to all types of agreements and orders for the procurement of supplies and services.

9. Commercial Item: Any item, other than real property, that is of a type customarily used for non governmental purposes.

10. Commercial Service: Services of a type offered and sold competitively in substantial quantities, in the commercial marketplace.

11. Contracting Officer: A person who, according to Subpart 1.6 of the Federal Acquisition Regulation (FAR) and applicable Air Force and USAFE supplements, is currently designated in writing with the authority to enter into and administer contracts and make findings and determinations with respect thereto on behalf of the United States of America. One who may lawfully obligate funds (award a contract).

12. Delivery Order: An order placed against an existing contract in which the prices and terms have already been determined for the supplies and services.

13. Formal Contract: A contract signed by both the US government and the contractor. A formal contract may be required for open market purchases over \$100,000. The entire formal contracting process has a normal contract administrative lead time of 90 days or more depending on the complexity, estimated value of the requirement, and mission impact.

14. Full and Open Competition: Full and Open Competition when used with respect to a contract action, means that all responsible sources are permitted to compete.

15. Inspection/Acceptance: The examination (including testing) of supplies and services to determine whether they conform to contract requirements.

16. Local Purchase: The authorized purchase of materials, supplies and services by an installation for its own use and for use of an installation supported by it. Local purchase is not limited to the immediate geographical area.

17. Modification: A change to an existing contract to incorporate different or additional requirements.

18. Negotiation: Oral or written discussions leading to mutual agreement on price and contract terms. This in no way should be construed to mean without competition. Negotiation simply allows for further discussion and revision of offers after opening of the solicitation.

19. Nonautomated Customer: Activities that process their supply requirements directly through Operational Contracting using an AF Form 9. AF Form 9 requirements for services are also considered nonautomated.

20. Purchase Order: The most common method of buying. It is used to satisfy most requests between \$2,500 and \$100,000. We simply obtain prices either by telephone, EC/EDI or mail, and normally award to the responsible low offeror.

21. Purchase Request (RP): AF Form 9, or other authorized form which is prepared by the activity authorized to request contracting support for the purchase of equipment, supplies, services or construction. Plain bond paper may be used as continuation sheets.

22. Quality Assurance Evaluator (QAE): A technically qualified government person appointed to evaluate and document contractor performance. The QAE is not authorized to direct the contractor to take any action which would affect the terms, conditions, provisions, or price of a contract.

23. Ratification: Under certain circumstances unauthorized actions that otherwise are proper, but were initiated or approved by persons without the requisite

authority to do so, may be ratified by persons having both power to initiate and approve the unauthorized act.

24. Requirements Contract: A contract where prices are established for the supplies or service but the quantity and frequency of deliveries are indefinite. Under this type of arrangement, delivery orders are used to order needed supplies of services. These contracts are good for buying large quantities of an item when the government is not sure how much it will need or when it will need it.

25. Simplified Purchases: The processing of orders for open market supplies and services costing \$100,000 or less, or placing delivery orders against an existing contract. Simplified negotiation procedures are allowed which significantly reduce the contract administrative lead time and cost of procurement.

26. Sole Source: Sole source acquisition means the supplies or services can only be obtained from one firm. It eliminates all competition and requires pricing support and justification from the customer. It is most frequently used in obtaining repair services on specialized equipment, purchasing patented items, or when only one unique or specific item can meet the minimum needs of the government.

27. Solicitation: A request for vendors to submit offers on government requirements.

(a) Request for Quotation (RFQ): Solicitation issued for a small purchase, generally done by telephone, enabling simplified negotiation procedures, and resulting in the placement of a purchase order.

(b) Request for Proposal (RFP): Solicitation issued for a procurement with an estimated value greater than \$100,000 that generally results in the award of a formal contract.

28. Standard Form 44-Purchase Order/Invoice/Voucher: Used for making off-

the-shelf small purchases. This Multi-purpose form is used for emergency acquisitions when determined feasible by Base Contracting Officer.

29. Supplement Agreement: A contract modification which is accomplished by mutual agreement of the contractor and the Contracting Officer (Bilateral Agreement).

30. Termination: The act and procedure of terminating a contract either for convenience of the government or for default of a contractor.

31. Unauthorized Commitment: An agreement that is not binding solely because the government representative who made it lacked the authority to enter into that agreement on behalf of the Government. Unauthorized commitment must be ratified (approved by an official who has authority to do so) before the Government is liable for the purchase. If not ratified, the individual who makes the unauthorized commitment may be liable for the payment.

32. Value Engineering: The formal technique, as defined in Part 48 of the FAR, by which contractors may:

(a) Voluntarily suggest methods for performing more economically and share in any resulting savings.

(b) Be required to establish a program to identify, and submit to the government, methods for performing more economically. Value engineering attempts to eliminate, without impairing essential functions or characteristics, anything that increases acquisition, operation, or support costs.